



**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
AREA AGENCY ON AGING**

**APPENDIX B
STATEMENT OF WORK**

**TRADITIONAL LEGAL ASSISTANCE PROGRAM
(TITLES III B AND TITLE III E)**

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

APPENDIX B
STATEMENT OF WORK
TRADITIONAL LEGAL ASSISTANCE PROGRAM
FY 2010-14
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APPENDIX B
STATEMENT OF WORK
TRADITIONAL LEGAL ASSISTANCE PROGRAM
2010-1014

1.0 SCOPE OF WORK

- 1.1 The scope of work outlines the services required to operate the Traditional Legal Assistance (TLA) Program (Title III, Parts B and E) and the provision of Services to eligible Clients as mandated by the Older Americans Act (OAA) of 1965, as amended, Title III, Parts B and E, as well as all other applicable OAA regulations (42 USCS Sections 3001-3058), Code of Federal Regulations (CCR), Section 7000 *et seq.*, California Department of Aging (CDA) and Community and Senior Services (CSS)/Los Angeles County Area Agency on Aging (AAA) Program Memoranda/Directives. The CONTRACTOR is obligated to provide the services described herein. The COUNTY has established a fixed rate for each unit of service provided by the CONTRACTOR.

The TLA Program provides legal advice and representation from an attorney to Older Individuals (60+) and to unpaid family caregivers. This includes counseling or other appropriate legal assistance provided by a licensed attorney, paralegal or law student under the direct supervision of a licensed attorney.

2.0 ELIGIBILITY CRITERIA

- 2.1 The U.S. Department of Health and Human Services Administration on Aging determines the criteria for TLA eligibility. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The guidelines may be enhanced based on Federal, California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, CONTRACTOR shall only provide TLA Program services to eligible individuals.

- 2.2 Within the TLA Program there are two (2) eligible Client categories. As defined in Title III, Part A, Sections 302(3) and 372(b) of the OAA, individuals are eligible to be Clients and receive TLA when they meet one of the following criteria.

- 2.2.1 Senior Client: An Older Individual (a person who is sixty (60) years of age or older (Title III B)); or

2.2.2 Caregiver Clients (Title III E): Under Caregiver Clients there are two (2) eligible Client subcategories - Family Caregiver Clients and Grandparent/Relative Caregiver Clients. Individuals are considered Caregiver Clients and are eligible for Services as Family Caregivers or Grandparent/Relative Caregivers if they meet all the respective requirements stated below.

2.2.2.1 Family Caregiver Clients: An adult (18 years of age or older) family member or another individual who is an informal (i.e., unpaid) provider of in-home or community care to an Older Individual (60 years of age or older) or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

2.2.2.1.1 In order to receive TLA Program Services, a Family Caregiver Client must provide care to a Care Receiver. In order to be considered a Care Receiver for the purposes of this Contract, either the definition of "frail" in OAA Section 102 (22) must be satisfied, or the Care Receiver (of any age) must have Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

2.2.2.1.1.1 "Frail" is defined as an Older Individual who is determined to be functionally impaired because the individual either:

- Is unable to perform at least two Activities of Daily Living (ADLs), which may include bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
- Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious

health or safety hazard to the individual or to others.

2.2.2.2 Grandparent/Relative Caregiver: For the purposes of this program, Grandparent or a Relative Caregiver is defined as a grandparent or step-grandparent of a Child (an individual who is not more than 18 years of age or an individual (of any age) with a disability, (Title III, Part E, Section 372(a) (1) of the OAA)), or a relative of a Child by blood, marriage, adoption, or other legal relationship, who is 55 years of age or older, and who meets the following additional criteria stated in Title III, Part E, Section 372 (a) (2) of the OAA:

2.2.2.2.1 Lives with a Child (but not the older adult parent of the Child);

2.2.2.2.2 Is the primary caregiver of the Child, because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the Child; and

2.2.2.2.3 Has a legal relationship with the Child, such as legal custody or guardianship, or is raising the Child informally.

2.3 PRIORITY: In providing TLA Services to Caregiver Clients, CONTRACTOR shall give priority to the following:

2.3.1 To Caregivers, who are Older Individuals, with greatest social need, i.e., rural, isolated, and with greatest economic need (with particular attention to low-income) [Title III, Part E; Section 373 (c) (2) (A) of the OAA].

2.3.2 Caregiver Clients who care for individuals (of any age) with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

2.3.3 To Grandparent/Relative Caregivers who are Older Individuals that are caregivers of a Child, and priority shall be given to those caring for children with Severe Disabilities. [Title III, Part E; Section 372 (b) (2) of the OAA];

2.3.3.1 Severe Disability: For purposes of this Program, "Severe Disability", pursuant to OAA Title I, Section 102 (48) of the OAA, is a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical

impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

- Self-care,
- Receptive and expressive language,
- Learning,
- Mobility,
- Self-direction,
- Capacity for Independent Living,
- Economic self-sufficiency.

2.3.4 To Family Caregivers who are Older Individuals providing care to individuals with Severe Disabilities [Title III, Part E; Section 373 (c) (2) B of the OAA].

2.4 Services for Grandparent/Relative Caregiver Clients shall not exceed 10% of CONTRACTOR'S Title III E Maximum Annual Contract Sum per fiscal year.

3.0. SPECIFIC TASKS

3.1. Guidelines and General Requirements:

The following guidelines include the definitions and standards for the provision of Services that are required by the TLA Program. The unit of service is defined as the benefit provided to the Client that meets the program guidelines. The Unit of Measurement is the quantitative representation of the service/benefit provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The unit rate is the amount that is reimbursable by the Program for each unit of measurement provided by the CONTRACTOR.

CONTRACTOR must collaborate with other Los Angeles County TLA Contractors and other Los Angeles County Area Agency on Aging (AAA) funded Contractors/community organizations in order to ensure comprehensive and coordinated service delivery and to prevent duplication of Services.

3.2 TLA Program Services to Senior Clients (This applies to Title III B Clients Only)

This consists of legal representation and other administrative functions, to vulnerable Senior Clients with unmet legal needs, by (1) active members of the California State Bar, or (2) by a non-attorney, paralegal or law student, under the supervision and control of an active member of the California State

Bar, consistent with the California State Bar Rules and California statutes and regulations.

3.2.1 Administrative and Judicial Representation

CONTRACTOR shall provide in-person representation provided by an Attorney, either Staff or Volunteer, to Senior Clients who are before an administrative or judicial tribunal. The CONTRACTOR'S Attorney will be the advocate and representative for the Senior Client throughout the legal proceeding. Administrative and Judicial representation may involve, but is not limited to, the following areas: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse, neglect, age discrimination and any situation in which the Senior Client will suffer irreparable harm if the Senior Client does not receive immediate legal representation and the Senior Client cannot obtain representation from other sources in order to prevent such harm.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$55.00/Hour

3.2.2 Senior Center Site Consultation

CONTRACTOR shall provide Consultation, using Staff or Volunteer Attorneys, to Senior Clients at designated Senior Center Sites (community centers for older individuals). Senior Center Site Consultation may include legal referrals to other appropriate legal resources, or legal interpretation/advice in areas, including but not limited to the following: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse, neglect, and age discrimination.

CONTRACTOR Attorney (Staff or Volunteer) will provide Senior Center Site Consultation of approximately one hour to Senior Clients at designated Senior Center Sites. Legal Consultation sessions must be provided on a regular basis at each designated Site. The number and location of designated Sites shall be subject to prior approval of the AAA. Further, the designated Sites shall be distributed throughout Los Angeles County based on appropriate factors such as the size of the population over sixty (60) years old, low-income elderly population, and minority elderly population. Trained Volunteer Attorneys under the supervision of a Staff Attorney should be used as much as possible to provide Senior Center Site Consultation.

- Unit of Measurement: One Client Consultation = One Hour (a consultation must be a minimum of 45 minutes in order to be billed for a complete hour)
- Maximum Rate of Reimbursement: \$45.00/Consultation

3.2.3 Pro Se Services

In general, *Pro Se Services* are those services, such as assistance with document preparation, i.e., health directives and wills that assist Senior Clients in preparing for self legal representation. This will enable Senior Clients to handle legal cases on their own or with minimal legal assistance.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$45.00/Hour

3.2.4 Volunteer Attorney Recruitment, Training, and Supervision

CONTRACTOR shall create and maintain a plan for the recruitment, training, and supervision of Volunteer Attorneys. Places of potential recruitment include local bar associations and neighboring law offices. CONTRACTOR shall provide comprehensive and thorough training to the Volunteer Attorneys, which includes training on Senior Client eligibility and assessment, referral sources, Senior Client record keeping, as well as substantive topics, including, but not limited to: public benefits, long-term care, consumer fraud, housing and landlord/tenant issues, and legal planning for incapacity and death. Regular supervision by the Managing Attorney and continuing in-service training shall be maintained for Volunteer Attorneys. The Managing Attorney shall directly supervise the work of those Volunteer Attorneys providing legal advice and recommendations.

- Unit of Measurement: One Hour of recruitment, training, and supervision of Volunteer Attorneys (this may include planning and preparation of materials and time necessary to recruit, train, and supervise Volunteer Attorneys).
- Maximum Rate of Reimbursement: \$45.00/Hour

3.2.5 Lay Advocate Training

CONTRACTOR shall be required to provide *multi-day training* for persons in the community to enable them to act as Lay Advocates for Senior Clients as permitted by law. Topics of Lay Advocate training shall include, but are not limited to: public benefit eligibility, application procedures, and determination appeal procedures. CONTRACTOR shall train a minimum of 100 Lay Advocates per fiscal year. Lay

Advocates shall only serve residents of Los Angeles County, excluding the City of Los Angeles.

- Unit of measurement: One Trained Lay Advocate (Individual must complete training)
- Maximum Rate of Reimbursement: \$45.00/Trained Lay Advocate

3.2.6 Technical Assistance to Lay Advocates

In addition to Training, CONTRACTOR shall provide Technical Assistance to previously trained Lay Advocates. Technical Assistance is defined as advice, direction, and/or consultation with Lay Advocates providing specific legal information to address a specific legal need. Technical Assistance shall be provided to Lay Advocates in person, by telephone and/or email as necessary.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$25.00/Hour

3.2.7 Community Legal Education

CONTRACTOR shall provide Community Legal Education Presentations at least once a month at each designated Senior Center Site and other appropriate locations within CONTRACTOR'S contracted service area. Community Legal Education shall consist of presentations on topics of interest to Senior and Caregiver Clients including preventative measures against consumer fraud, housing issues, advanced directives for healthcare, wills and trusts, and related issues.

- Unit of Measurement: One Presentation
- Maximum Rate of Reimbursement: \$45.00/Presentation

3.3 Traditional Legal Services to Caregiver Clients (This applies to Title III E Clients Only)

CONTRACTOR shall provide TLA Program Services to Family Caregiver and Grandparent/Relative Caregiver Clients. These Services include the provision of legal advice, legal counseling or administrative and judicial representation, as described in Subsection 3.2.1 of this Statement of Work, except they apply to Caregiver Clients. These Services shall be provided by CONTRACTOR'S Staff or Volunteer Attorney to Caregiver Clients with legal needs associated with her or his care giving responsibilities. Such legal needs include but are not limited to: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse,

neglect, age discrimination and any situation in which the Family Caregiver or Grandparent/Relative Caregiver Client will suffer irreparable harm if the Family Caregiver or Grandparent/Relative Caregiver Client does not receive immediate legal representation and the Family Caregiver or Grandparent/Relative Caregiver cannot obtain representation from other sources in order to prevent such harm.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$55.00/Hour

4.0 ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide units of services to Clients, CONTRACTOR must also adhere to minimum requirements that are necessary to operate the program. These requirements ensure that the CONTRACTOR maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The CONTRACTOR is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Contract.

4.1 CONTRACTOR shall provide Community Outreach, which provides legal information to the public on what legal resources may be available and shall also market the Program Services to all ethnic groups in each Supervisorial District in which the Program services are being provided by CONTRACTOR.

4.1.1 CONTRACTOR shall ensure that information and assistance on TLA Program Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.

4.2 CONTRACTOR shall provide support to other advocacy efforts, for example, the Long Term Care Ombudsman program (CFR Title 45, §1321.71).

4.3 CONTRACTOR shall provide TLA Services to institutionalized, isolated, and homebound Clients effectively (CFR Title 45, §1321.71).

4.4 CONTRACTOR shall provide effective Administrative and Judicial representation in the areas of law affecting Clients with economic and/or social need (Title 45, CFR §1321.71).

4.5 CONTRACTOR must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with Title 22 CCR 7500 (b).

- 4.6 CONTRACTOR must maintain a cash reserve equal to the amount it would cost to operate the Program for one month. Grant funds may not be included in cash reserves.
- 4.7 CONTRACTOR shall track all Contract funds and CONTRACTOR shall provide a tracking of Contract funds during an audit as indicated in Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement.
- 4.8 CONTRACTOR may not require a Client to disclose information about the Client's income or resources as a condition for providing TLA Services.
- 4.9 CONTRACTOR may ask about the Client's financial circumstance if it is part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which the Client may be eligible.
- 4.10 CONTRACTOR and its Attorneys may engage in other legal activities to the extent that there is no conflict of interest or interference with their professional responsibilities under the Contract and to the extent permitted under California State Bar's Rules of Professional Conduct and California law.
- 4.11 CONTRACTOR shall not use funds received under this Contract to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. CONTRACTOR shall establish procedures for the referral of fee generating cases.
- 4.11.1 "Fee generating case" means any case or matter which, if undertaken on behalf of an eligible Client by an attorney in private practice, reasonably may be expected to result in a fee for legal services from an award to a Client, from public funds, or from the opposing party;
- 4.11.2 Other adequate representation is deemed unavailable when:
- 4.11.2.1 Recovery of damages is not the principle object of the Client;
or
- 4.11.2.2 A court appoints a TLA provider pursuant to a statute or a court rule or practice of equal applicability to all attorneys in the jurisdiction; or
- 4.11.2.3 An eligible Client is seeking benefits under Title II of the Social Security Act, 42 U.S.C. 401, *et seq.*, Federal Old Age, Survivors, and Disability Insurance Benefits; or Title XVI of the

Social Security Act, 42 U.S.C. 1381, *et seq.*, Supplemental
Security Income for Aged, Blind, and Disabled.

- 4.12 CONTRACTOR may seek and accept a fee awarded or approved by a court or administrative body, or included in a settlement, consistent with Subsection 4.11 of this Statement of Work as well as Federal and State law.
- 4.13 When a case or matter accepted in accordance with Subsection 4.11 results in a recovery of damages, other than statutory benefits, CONTRACTOR may only accept reimbursement for out-of-pocket costs and expenses incurred in connection with the case or matter.
- 4.14 CONTRACTOR, employees of the CONTRACTOR and Volunteers shall not engage in the following prohibited political activities:
- 4.14.1 Neither CONTRACTOR nor its employees or volunteers shall contribute, or make available, Older American Act funds, personnel or equipment to any political party or association or to the campaign of any political party office, or for use in advocating or opposing any ballot measure, initiative, or referendum;
 - 4.14.2 Neither CONTRACTOR nor its employees or volunteers shall intentionally identify the Title III Program or CONTRACTOR with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or private office; and
 - 4.14.3 While engaged in legal assistance activities supported under this Contract, no CONTRACTOR Attorney (Staff or Volunteer) shall engage in any political activity.
- 4.15 No funds made available under this Contract shall be used for lobbying activities, including but not limited to any activities intended to influence any decision or activity by any non-judicial Federal, State or local individual or body. Nothing in this Subsection is intended to prohibit an employee from:
- 4.15.1 Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;
 - 4.15.2 Informing a Client about a new or proposed statute, executive order, or administrative regulation;
 - 4.15.3 Responding to an individual Client's request for advice only with respect to Client's own communications with officials unless otherwise prohibited by the OAA, Title III regulations or other applicable law. This provision does not authorize publication of

lobbying materials or training of Clients on lobbying techniques or the composition of a communication for the Client's use;

- 4.15.4 Making direct contact with AAA for any purpose;
 - 4.15.5 Providing a Client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that Client's legal rights in a particular case, claim, or application;
 - 4.15.6 Communicating with an elected official for the sole purpose of bringing a Client's legal problem to the attention of that official; or
 - 4.15.7 Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging; provided that no such action will be taken without first obtaining the written approval of the AAA.
- 4.16 While carrying out TLA Program activities and while using resources provided under the OAA, neither CONTRACTOR nor any of its employees shall:
- 4.16.1 Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with CONTRACTOR'S employee's own employment situation;
 - 4.16.2 Encourage, direct, or coerce others to engage in such activities; or
 - 4.16.3 At any time engage or encourage others to engage in:
 - 4.16.3.1 Any illegal activity; or
 - 4.16.3.2 Any intentional identification of programs funded under the OAA or recipient with any political activity.
- 4.17 None of the funds made available under the OAA and this Contract may be used to pay membership or other dues exceeding \$100 per organization/recipient (i.e., associations, groups or any organization where membership dues are a prerequisite for participation) per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under the Code of Federal Regulations, unless such dues are not used to engage in activities for which OAA funds cannot be used directly and not prohibited by law.

5.0 CONTRACTOR PERSONNEL

- 5.1 General requirements: CONTRACTOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to

carry out the requirements of the TLA Program. The total number of staff shall be based on the method and level of Services provided, and the size of the service area served by CONTRACTOR.

5.1.1 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of COUNTY for CONTRACTOR necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by COUNTY through Contract Amendments, Administrative Directives and Program Policy Memorandums.

5.1.2 The CONTRACTOR shall ensure that CONTRACTOR staff is available to all Clients, potential Clients, referral sources, as well as the COUNTY on a minimum five-day-a-week (Monday through Friday) basis. CONTRACTOR'S Office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall also ensure that personal telephone contact with CONTRACTOR'S staff is available to Clients, potential Clients, as well as COUNTY during CONTRACTOR'S hours of operation. CONTRACTOR shall also ensure that each CONTRACTOR office location has a telephone answering machine or voice mail in place during off-business hours. CONTRACTOR staff shall check and respond to all messages in a timely manner.

5.1.3 CONTRACTOR shall always have a staff member with the authority to act on behalf of the CONTRACTOR available during work hours.

5.1.4 CONTRACTOR shall have staff with expertise in specific areas of law affecting older adults in economic or social need, for example, public benefits, institutionalization, and alternatives to institutionalization (Title 45, CFR §1321.71).

5.2 PROJECT DIRECTOR: CONTRACTOR staff must include a Project Director.

5.2.1 Responsibilities: The Project Director's duties shall include: Planning, organizing, and directing all administrative and program activities related to the program/AAA Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for TLA program staff, consistent with the established program requirements. In addition, the Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any communications relevant to TLA program and AAA services overall are conveyed to the Managing Attorney.

5.2.2 Minimum education, Experience and Qualifications: The Project Director must be licensed and in good standing with the California State Bar as an active member. The Project Director must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Project Director must carry malpractice insurance.

5.3 MANAGING ATTORNEY: CONTRACTOR staff must include a Managing Attorney. The Managing Attorney may also serve as the Project Director.

5.3.1 Responsibilities: Under the direction of the Project Director, the Managing Attorney is responsible for planning, organizing, and developing the principles and techniques employed in the AAA TLA Program. The primary responsibilities include the following: a) ongoing supervision of the program's Staff and Volunteer Attorneys, which includes ensuring that all Services are delivered appropriately and within the established time frames; and b) monitoring of Client outcomes. The Managing Attorney shall review ongoing cases with respective staff at least quarterly to determine the appropriateness of current Services and the need for ongoing Services.

5.3.2 Minimum Education, Experience and Qualifications: The Managing Attorney must be licensed by and in good standing with the California State Bar as an active member. The Managing Attorney must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Managing Attorney must carry malpractice insurance. In addition, the Managing Attorney must demonstrate the following:

- Ability to communicate effectively with Clients, family members, service providers, and co-workers;
- Ability to provide guidance on decisions requiring judgment, assistance with problem situations, and Client legal issues;
- Administrative ability to explain goals, policies, and procedures and to assist staff in adjusting to changes that occur;
- Ability to encourage the development of professional growth and upgrading of skills through access to training and current literature;
- Ability to evaluate the performance of staff based on established criteria; and
- Expertise in the provision of Traditional Legal Assistance Program services to Clients.

5.4 STAFF ATTORNEY: CONTRACTOR staff must include a Staff Attorney.

5.4.1 Responsibilities: Staff Attorney(s), working under the supervision of the Managing Attorney, shall provide legal assistance and representation to eligible Clients as further outlined in Section 3.0 Specific Tasks.

5.4.2 Minimum Education, Experience and Qualifications: Staff Attorney(s) must be licensed by and in good standing with the California State Bar as an active member and must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Staff Attorney must carry malpractice insurance. In addition to the above, the Staff Attorney must demonstrate the following:

- Ability to communicate effectively with Clients, family members, service providers, and co-workers;
- Ability to treat Clients, family members, service providers, and co-workers with dignity and respect;
- Knowledge of human behavior and the aging process; and
- Knowledge of community legal resources and, available funding sources.

5.5 USE OF VOLUNTEERS

Volunteers shall be recruited, trained and used by CONTRACTOR to expand the provision of TLA Program Services. Volunteers must be appropriately qualified. If possible, CONTRACTOR shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in a community service setting.

5.5.1 Volunteer Attorneys shall be licensed as an active member and in good standing with the State Bar of California. CONTRACTOR or Volunteer Attorney must carry malpractice insurance. Volunteer Attorneys must complete the training outlined in Section 3.2.4 prior to providing TLA Program Services and shall be directly supervised by Managing Attorney.

5.5.1.1 Volunteer Attorneys shall be utilized by CONTRACTOR to the greatest extent possible in providing TLA Program Services. However, Volunteer Attorneys shall not be used to a greater extent than the CONTRACTOR Staff attorneys in providing TLA Program Services.

5.6 PROGRAM STAFF

The CONTRACTOR is responsible for ensuring its staff, and volunteers, both existing and new, are properly trained in all areas when providing Client

Services. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network providers.

6.0 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

The CONTRACTOR must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

6.1 CONTRACTOR shall provide legal assistance in the principal language spoken by Clients in areas where a significant number of Clients do not speak English as their principal language (CFR Title 45, §1321.71).

7.0 LICENSES

7.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, for CONTRACTOR and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contracts Management Division (CMD) prior to the execution of the Contract and in cases of new hires or updates in license/certification status CONTRACTOR shall provide CSS CMD with all new updated licenses, permits, and certificates within ten (10) business days of the change in status.

8.0 GREEN INITIATIVES

8.1 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 CONTRACTOR shall notify COUNTY’S CCM of CONTRACTOR’S new green initiatives prior to the Contract’s commencement.

9.0 QUALITY ASSURANCE

9.1 On an annual basis, the AAA will implement quality assurance measures to ensure CONTRACTOR compliance with Program requirements. The CONTRACTOR shall also convene a committee that performs Continuous Quality Improvement (CQI) functions, to self-monitor the adherence to Program

requirements, including conducting customer satisfaction surveys and other specific studies related to the CQI processes. This committee will also set policies as well as review and approve recommendations, as approved by County.

- 9.2 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

10.0 TRAINING

- 10.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers). CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing TLA Program Services

- 10.2 The CONTRACTOR'S Project Director shall ensure that all appropriate CONTRACTOR staff/volunteers attend all relevant training sessions called by the COUNTY for CONTRACTOR'S benefit and held at a COUNTY facility or another site, as determined by the COUNTY. Further, CONTRACTOR staff shall ensure that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client Services.

- 10.3 The COUNTY may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.

11.0 COLLABORATIONS

CONTRACTOR must form collaborations with COUNTY and LA CITY Contractors providing services funded through the OAA, including other TLA Contractors and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, the CONTRACTOR must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all Client information consistent with the terms of the Contract and all applicable laws and shall not disclose Client information outside of CSS without written consent from CSS and the Client.

12.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 12.1 The CONTRACTOR is required to provide 100% of Services contracted for and as stated in Appendix A, Sample Contract, Exhibit C, Proposed Program Services (PPS). A new or updated PPS and Budget shall be completed and provided to the COUNTY prior to the beginning of each fiscal year.
- 12.2 The performance of CONTRACTOR will be evaluated during the fiscal year, and funds may be reallocated. If CONTRACTOR fails to provide 95% of the Services required under this Contract as provided in Appendix A, Sample Contract, Exhibit C, PPS, funds may be reduced and reallocated to other TLA Contractors that are performing at a higher level and qualify for grant increases. Additionally, the COUNTY, at its discretion, may reduce the CONTRACTOR'S annual Contract funding (Maximum Annual Contract Sum) for the following fiscal year to more accurately reflect the CONTRACTOR'S level of Service.
- 12.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR'S performance related to Program and operational measures. The Contract includes a Performance Requirements Summary (PRS) Chart (Appendix A, Exhibit B of the Sample Contract or Appendix C of the RFP) that summarizes the standards required and their corresponding Acceptable Quality Level. CONTRACTOR is responsible for meeting the Acceptable Quality Levels provided in the PRS Chart as well as the provision of Services outlined in Appendix A, Sample Contract, Exhibit C, Proposed Program Services.

13.0 OUTCOME MEASURES

CONTRACTOR is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the surveys on file and accessible to COUNTY for review. The results of the surveys will be used by CONTRACTOR to make quality improvements in Client Services provided to all TLA Clients. The CONTRACTOR may be asked by COUNTY to comply with and develop other outcome measures. See Appendix C, PRS Chart for additional Program performance requirements.

14.0 LOCATION OF SERVICE AND HOURS OF OPERATION

14.1 CONTRACTOR shall obtain:

- Required building inspection certificates (health, fire, etc.) for all CONTRACTOR places of business/site locations; and
- Prior written consent of the Director of Community and Senior Services, or authorized designee, and shall comply with Appendix A, Sample Contract, Part II, Section 22.0, Contract Modifications/Amendments, if applicable, before modifying or

terminating Services, or revising hours of service delivery at a previously designated location(s) and/or before commencing such Services at any other location.

14.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

14.2.1 CONTRACTOR shall publicly display at all CONTRACTOR office locations/sites the days and hours of operation for the provision of contracted Services. The CONTRACTOR shall ensure that availability for Program Services is appropriate for the demographics associated with the service area (site or office location).

14.2.2 CONTRACTOR shall maintain an office in Los Angeles County.

14.2.3 CONTRACTOR'S office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m.

14.2.4 CONTRACTOR shall inform the COUNTY in writing and receive a written COUNTY approval at least sixty (60) days prior to relocation of CONTRACTOR'S office.

15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

15.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. CONTRACTOR shall submit to COUNTY, on a monthly basis and no later than the 10th day of the month following the month of service, the total number of Clients served and number of Services. If the 10th day of the month falls on a weekend or holiday, the due date shall be the next business day.

15.2 CONTRACTOR shall also complete and submit Exhibit E, Attachment XVIII, California Legal Services Aggregate Report (CDA 1022) of Appendix A Sample Contract on Services provided to Senior Clients (Title III B Clients only) on a monthly basis to the COUNTY. The deadline for submission of the monthly Aggregate Report Form will be the 10th of each month. Should the 10th fall on a weekend or holiday, the CDA 1022 shall be due on the last business day prior to the 10th. CONTRACTOR shall not submit the CDA 1022 directly to the CDA.

15.3 CONTRACTOR shall maintain all records and reports, consistent with Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Contract, and shall make them available for audit, assessment, retention, or inspection by authorized representatives of CSS.

15.4 All information, records, data elements, and print-outs collected and maintained for the operation of the TLA Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract, Section 17.0, Confidentiality, Section 10850 of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, Section 205.50, and the California Information Practices Act of 1977.

16.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS

16.1 CONTRACTOR is required to participate in the CSS automated Information Technology System (ITS) and to have a web-based compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the COUNTY. CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the current CSS approved automated ITS.

16.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Statement of Work may be acceptable only upon COUNTY approval.

16.3 Hardware – CONTRACTOR is required to have the hardware to support the software requirements listed in this Section 16.0.

16.4 CONTRACTOR must have a current industry standard laser printer with a minimum 600DPI.

16.5 CONTRACTOR must maintain a reliable high speed or broadband Internet connection at all sites.

16.6 CONTRACTOR is also required to have the following:

16.6.1 Industry standard internet security software with all current upgrades installed and operating.

16.6.2 The most current version of Microsoft Internet Explorer or equivalent.

16.6.3 Capability of sending and receiving documents in Microsoft Office

2003.

16.7 STAFFING

CONTRACTOR shall assign an employee to have the primary responsibility for the Client data entry into the ITS system. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary ITS contact person in the event of his or her absence.

CONTRACTOR shall inform the COUNTY of the name of the CONTRACTOR ITS staff person and backup at the start of this Contract and within two weeks of any assignment or reassignment. Only those CONTRACTOR staff who have been designated by CONTRACTOR and assigned a password by COUNTY shall be allowed to access the ITS system.

16.8 FACILITIES

16.8.1 CONTRACTOR shall provide the following:

- 16.8.1.1 A table or desk for the computer, printer and scanner with adequate workspace.
- 16.8.1.2 Appropriate electrical outlets.
- 16.8.1.3 A direct (not rotary or PBX) analog telephone line at computer location.
- 16.8.1.4 Additional telephone lines (as required/directed for Client Tracking).
- 16.8.1.5 A secure, locked room or lock-down cables to secure all equipment.

16.9 MAINTENANCE

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by COUNTY staff during regular business hours.

16.10 SUPPLIES

CONTRACTOR is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives and CDs), paper, ink cartridges and other media.

16.11 FUTURE CHANGES

16.11.1 Technology and computers are changing rapidly and the COUNTY may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the COUNTY deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the COUNTY for future changes.

16.12 CONFIDENTIALITY

CONTRACTOR shall utilize the COUNTY'S ITS for recording casework. CONTRACTOR shall employ a mechanism to ensure that a Client's record is accessible only to those assigned a password by the COUNTY. CONTRACTOR shall implement COUNTY approved policies and procedures to include safeguards for confidentiality and unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, the CONTRACTOR'S System must:

- 16.12.2.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g., review, approval, responsibility, authorship, and authentication);
- 16.12.2.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and
- 16.12.2.3 Provide for non-repudiation (e.g., strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).

17.0 OTHER PROVISIONS

17.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to an authorized Federal representative the right to

review and monitor CONTRACTOR'S facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the CSS Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and Program Development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a COUNTY facility or another site, as determined by the COUNTY. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client services or other meetings designated by the AAA.

17.2 UNUSUAL OCCURENCES

Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours either by telephone (and confirmed in writing) to the local health officer and Community and Senior Services or email (and confirmed in writing). Crime related occurrences, such as theft or vandalism, must be reported to the local police or sheriff and CSS within twenty-four (24) hours either by telephone (and confirmed in writing) or email (and confirmed in writing). The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

17.3 EMERGENCY AND DISASTER PREPAREDNESS

17.3.1 Notwithstanding CONTRACTOR'S and COUNTY'S contractual objective to provide Services to eligible persons, CONTRACTOR shall make Program Services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.

17.3.2 CONTRACTOR must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

17.3.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

17.4 MULTIPURPOSE SENIOR CENTERS

17.4.1 If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

17.4.2 If CONTRACTOR operates a Multipurpose Senior Center, CONTRACTOR shall also comply with the provisions contained in the following acts:

17.4.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3).

17.4.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR, Part 5).

17.4.2.3 Contract Work Hours and Safety Standard Act (40 USCS 327-332) (29 CFR, Part 5).

17.4.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

17.4.3 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR'S performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

17.4.4 CONTRACTOR assures that when an existing facility has been altered with funds made available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

17.4.4.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of

funds including the non-federal share, does not exceed \$30,000.

17.4.4.2 If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.

17.4.4.3 For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

18.0 CONTRACTOR MATCHING SHARE

18.1 CONTRACTOR shall provide at least 25% match (contribution) of its total Maximum Contract Sum funded by COUNTY in accordance with the provisions of Exhibit D, Budget. Therefore, the Maximum Contract Sum funded by the COUNTY provides 75% of the CONTRACTOR'S total funding for the Program Costs and CONTRACTOR must match, at a minimum, 25% of its costs with other resources. The matching share may be cash or an in-kind contribution or compensation thereof. The criteria for establishing the value on non-cash items is Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contributions of the Fair Market Value of Services performed by volunteers may not exceed fifty percent (50%) of the required 25% CONTRACTOR match.

18.2 In-kind contributions are property or services provided by CONTRACTOR which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

19.0 METHOD OF COMPENSATION

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if the CONTRACTOR is over-achieving, and it appears funds will be completely drawn down prior to the full term of the Contract.